



RESOLUTION NO. R08- 04

A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS ADOPTING AND APPROVING AN  
AGREEMENT AND FIRST AMENDMENT TO THE  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY AND LOCAL 39,  
MAJORITY REPRESENTATIVE OF THE  
MONO COUNTY PUBLIC EMPLOYEES (MCPE)  
BARGAINING UNIT

WHEREAS, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of county employees; and

WHEREAS, the County and the I.U.O.E., Stationary Local 39 ("Local 39"), who is majority representative of the Mono County Public Employees (MCPE) bargaining unit, previously entered into a memorandum of understanding for the period of January 1, 2006 through December 31, 2010; and


WHEREAS, the parties have met and conferred in good faith regarding certain issues and reached a mutually-acceptable agreement they wish to memorialize in this Agreement and First Amendment to the MOU.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the proposed Agreement and First Amendment to the Memorandum of Understanding ("MOU") between the County of Mono and the I.U.O.E., Stationary Local 39 ("Local 39"), who is majority representative of the Mono County Public Employees (MCPE) bargaining unit, a copy of which is attached hereto as an exhibit, is hereby ratified, adopted, and the terms and conditions of employment set forth in the Agreement and First Amendment are hereby prescribed for the affected employees whose classifications are represented by that Association. The Chair of the Board of Supervisors shall execute said Agreement and First Amendment on behalf of the County.

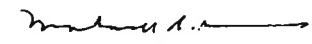
PASSED AND ADOPTED this 22<sup>nd</sup> day of Jan. 2008, by the following vote:

AYES : Supervisor Bauer, Farnetti, Hazard, Hunt and Reid.  
NOES : None.  
ABSTAIN : None.  
ABSENT : None.

ATTEST:   
Clerk of the Board

  
VIKKI BAUER, Chair  
Board of Supervisors

APPROVED AS TO FORM:

  
COUNTY COUNSEL

**Agreement and First Amendment to the 2006-2010 Memorandum of  
Understanding Between the County of Mono and the  
International Union of Operating Engineers, Stationary  
Local 39, AFL-CIO, pertaining to the bargaining unit known  
as the Mono County Public Employees (MCPE)**

This Agreement and First Amendment is entered into by and between the County of Mono and the International Union of Operating Engineers, Stationary Local 39, AFL-CIO ("Local 39"), majority representative of the bargaining unit known as the Mono County Public Employees (MCPE). The County and Local 39 are sometimes referred to herein as the parties.

**I. Recitals**

The parties previously entered into a memorandum of understanding for the period of January 1, 2006, through December 31, 2010 ("the MOU"). The parties thereafter discovered that certain provisions of the MOU did not accurately reflect their mutual intention. They now wish to clarify such provisions through this Agreement and First Amendment to the MOU.

**II. Terms and Conditions**

The parties hereto AGREE as follows:

1. Retroactive to January 1, 2006, Paragraph A of Article 28 of the MOU shall be amended to read as follows:

**"A. From January 1, 2006, until the date of MOU ratification (June 13, 2006), COUNTY shall provide two hundred and fifty dollars (\$250) per month additional compensation for those covered employees whose positions require substantial bilingual communication skills and who are specifically approved by the COUNTY to receive bilingual pay for the period during which the COUNTY needs such skills."**

2. Retroactive to June 14, 2006, Paragraph G of Article 33 of the MOU (entitled "Miscellaneous Provisions") is amended in its entirety to read as follows:

**"G. Critical illness (and bereavement) leave.**

**Effective on the date after MOU ratification (June 14, 2006) and continuing thereafter, the COUNTY will allow permanent covered employees to use critical illness (or bereavement) leave in the event of the critical illness (or**

death) of step-parents, step-children, spouse's parents, and domestic partners (in addition to the other family members for which such leave is already allows). For purposes of any such leave, the reference in current County policies to a "working day" shall be construed as meaning eight (8) hours; thus, five (5) working days of leave means forty (40) hours of leave. (Note: The same approach shall apply to any other employee benefit defined in terms of a "day," consistent with the parties' intention that all full-time covered employees who are otherwise entitled to a particular County benefit shall receive the same benefit regardless of how many hours they are generally scheduled to work on a given day.) COUNTY and UNION will meet and confer during the term of the MOU about other changes to critical illness (bereavement) leave that the COUNTY may wish to make as part of the COUNTY's overhaul to its personnel rules."

3. Effective as of July 1, 2007, Paragraph M is hereby added to Article 33 of the MOU (entitled "Miscellaneous Provisions") and shall read as follows:

**"M. Proration of Stipends for Part-Time Employees.**

**Any monetary stipend paid to a covered employee by virtue of this MOU or other County policy, including but not limited to bilingual pay, shall be prorated in the case of part-time employees."**

4. This Agreement and First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same Agreement and First Amendment.

**III. Execution**

IN WITNESS of the foregoing provisions the parties have signed this Agreement and First Amendment below through their duly-authorized representatives:

LOCAL 39:

By: 

Jerry Kalmer, Business Mgr.  
Local 39

Dated: 7-28-07

COUNTY:

By: 

Vikki Bauer, Chair  
Board of Supervisors

Dated: 1-22-08